

Reference Number: _____



Memorandum of Agreement
Between
The Interoperability Montana Project Directors
And
_____ **County**

This agreement is entered into by and between the **Interoperability Montana Project Directors**, herein referred to as “IMPD” and _____ County, MT, referred to as “COUNTY” for the mutual use of the _____ communication site, herein referred to as “COMMUNICATIONS SITE”

DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

“**Effective Date**” means that date upon which the last party to sign this Agreement has executed it.

“**Facility Manager**” means the agency (contact name) responsible for the radio site infrastructure – building, tower, generator, and so forth.

“**Master Permit**” means the agreement with the landowner that authorizes the communications site to exist and provides access to the site.

“**MDOT**” means the Montana Department of Transportation.

“**MDT**” means Mobile Data Task Force project, a consortium of state and local government jurisdictions: City of Bozeman; City of Belgrade; City of Helena; Yellowstone County; Gallatin County; Lewis & Clark County; Butte-Silverbow County; Cascade County, City of Great Falls and Montana Highway Patrol. MDOT has recently become involved with this consortium.

“**Notice**” or “**Written notice**” means that any notice required or given pursuant to this agreement shall be deemed effective on the day it is personally received by an agent of the party who acknowledges they are authorized to receive the notice or on the day the notice is deposited in the United States Mail, Certified Mail, Return Receipt Requested, Postage Prepaid and addressed to the party at the address set forth herein.

Article I – Background and Objectives

Background:

The “IMPD” is working group of 9 Consortiums project directors which represent 56 counties and 7 tribal nations including I15-90 Consortium (I15-90), Big Sky 11 Consortium, Central Montana Interoperable Communication Consortium (CMICC), Eastern Tier Interoperable Communication (ETIC), Mobile Data Taskforce (MDT),

Northern Tier Interoperable Project (NTIP), South Central Montana Interoperable Communication (SCMIC), Western Interoperable Communication Consortium (WICC) and Tri-County (*SWIP-Tri- County Consortium* includes the Lewis and Clark County concept demonstration project is also known as Southwest Interoperability Project or SWIP. Lewis and Clark County recently became a member of the Tri-County consortium). Representatives from these regional consortia joined together through Memorandum of Agreement (MOA) to form the Interoperable Montana Project Director Board, established in 2005. This group is tasked with oversight of the Interoperability Montana (IM) Project within the State of Montana and receives Homeland Security Grant Funding. The IMPD has contracted with Northrop Grumman for centralized project management. The Montana DES office provides oversight of the grant funds.

The “IMPD” is also working in cooperation with state and federal agencies of Montana and facilitating the pooling of resources to provide enhanced public safety communication capabilities.

“IMPD” approached the COUNTY regarding a possible building, microwave and tower to be located at the COMMUNICATIONS SITE as part of the forthcoming implementation of the IM Project. This proposed tower would facilitate effective interoperable communication during routine enforcement and operations for all agencies associated with “IMPD”. Additionally, this tower will provide microwave connectivity that will be mutually beneficial to all involved parties.

Objectives:

- Establish a public safety communications site including a tower, building, generator, propane tank(s) and associated microwave dishes and other radio equipment and antennas at the COMMUNICATIONS SITE for the COUNTY operational needs, as well as “IMPD” benefit.
- Provide telecommunications capability, microwave connectivity for the “IMPD” and its members.

Article II – Statement of Work

“IMPD” agrees to:

- Provide a turnkey communication facility to include:
 - A self-supporting radio tower to accommodate the microwave and trunked radio system equipment.
 - An electronics shelter with a 200 amp Electrical Service.
 - 60kw (approximate size) KW generator with muffled exhaust
 - 500 or 1000 gallon propane tank. Tank sizes vary with larger tanks used at sites that are not accessible during the winter months.
 - Four microwave dishes, but reserve the right to add additional dishes if system or COUNTY requirements necessitate additional connectivity or bandwidth.

- Install all “IMPD” equipment in accordance with R56 grounding standards.
- Be responsible for all costs associated with the installation and maintenance of the microwave equipment for 10 years.
- Pay for the cost of removing any “IMPD” installed equipment.
- Provide insurance during installation.
- Transfer ownership to COUNTY at the end of installation.
- Provide a Standardized Communication Site Use Agreement to the COUNTY to facilitate the future orderly development, use, and maintenance of the site.
- If radio interference occurs, after transfer to the COUNTY, as the result of additional equipment installation on the tower, in the building or on site, it is the responsibility of the installer to eliminate the interference in accordance with the provisions of the Standardized Communication Site Use Agreement.
- “IMPD” retains the right to transfer rights and responsibilities to another agency.
- Provide technical assistance, as required, to the Facility Manager.

COUNTY agrees to:

- Permit “IMPD” to install microwave equipment as required for connectivity with the statewide IM Project system and VHF trunked radio equipment at the COMMUNICATIONS SITE.
- Use this tower for COUNTY communication needs as well as for “IMPD” use.
- Allow the “IMPD” to operate within the site rent free for 10 years, however, the COUNTY retains the right to pursue maintenance fees with partner agencies in accordance with Section 6 of the Standardized Communication Site Use Agreement.
- Allow access for authorized “IMPD” representatives to the site for maintenance purposes on a 24/7 basis.
- Pay for all utility charges.
- Provide for insurance after transfer of ownership.
- Perform the function of “Facility Manager”. While the County may elect to transfer these responsibilities to another partner because of technical or other concerns, the use of vendors to fulfill this role is discouraged because of the potential for conflicts of interest. The Facility Manager role includes:
 - Ensure that all users sign and abide by the terms Standardized Communication Site Use Agreement
 - Restrict site access to authorized personnel only.
 - Perform the various duties as defined in the Standardized Communication Site Use Agreement and specifically ensure the proper resolution of interference issues as the result of additional equipment installed on the tower, in the building or on in accordance with the terms of the Standardized Communication Site Use Agreement.
 - Request technical guidance or assistance, as may be needed, from the IMPD

Article III – Term of Agreement

The term of this agreement shall begin on the effective date and continue for an initial term of ten (10) years. This agreement shall automatically renew from year to year thereafter, unless any party gives written notice of revision to the other party on or before the first (1st) day of September of any year.

Article VI – Modification and Termination

This agreement may be modified only by a written instrument executed by the parties.

The consent of all parties shall be required to terminate this agreement. In the event that one party provides the other party with notice of intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve any differences.

Article V – Prior Approval

Any proposed change that affects the scope of work, term of agreement, or level of funding shall be approved in writing by the signatory authorities prior to commencing with the proposed change.

Article IV – Key Officials

FACILITY MANAGER:

_____	Name	
_____	Agency	
_____	Address	
_____	Contact Name	
_____	Phone:	Cell Phone
_____	Email:	

For COUNTY:

_____	Name	
_____	Agency	
_____	Address	
_____	Contact Name	
_____	Phone:	Cell Phone
_____	Email:	

For the **Interoperability Montana Project Directors**:

Cheryl Liedle, Chair
Interoperability Montana Project Directors
Lewis and Clark County Sheriff's Office
221 Breckenridge
Helena, Montana 59601-4230
Email: cliedle@co.lewis-clark.mt.us
Telephone: (406) 447-8235
Fax: (406) 449-8452

COUNTERPARTS: At least two copies of this agreement shall be signed by the parties and each copy shall be deemed an original.

Signatures

In Witness Hereof, the parties hereto have executed this agreement on the dates(s) set forth below.

For the **Interoperability Montana Project Directors:**

_____ Date: _____
Cheryl Liedle, Chair

For the **COUNTY**

_____ Date: _____
Chair, County Commission